

From: Candy M. Kern-Fuller <candy@upstatelawgroup.com>
Sent: Tuesday, September 11, 2012 2:04 PM
To: 'G. D. Gamber' <dgamber@voyager-financial.com>; 'Andy Caldwell' <acaldwell@voyager-financial.com>; 'david.dameron@buttonwoodig.com' <david.dameron@buttonwoodig.com>
Subject: RE: New Contracts/Escrow
Importance: High

See my responses below in black.

Candy Kern-Fuller, Esq.
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[REDACTED] (facsimile)

**** CERTIFIED MEDIATOR AND ARBITRATOR FOR OVER 10 YEARS ****

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From: G. D. Gamber [<mailto:dgamber@voyager-financial.com>]
Sent: Tuesday, September 11, 2012 1:18 PM
To: 'Andy Caldwell'; candy@upstatelawgroup.com; david.dameron@buttonwoodig.com
Subject: RE: New Contracts/Escrow
Importance: High

I have a few final thoughts and thank you for taking the time to review and answer my questions.

I want to make sure that we are all on the same page with respect to the escrow services provided and communication going forward. As we all are aware the communication up to this point, or lack thereof, has left a great deal to be desired, and my email is an attempt to cure the problems.

Since David and Buttonwood are my clients, and Buttonwood has been solely responsible for my pre-launch legal work (which, BTW, has exceeded over \$10,000.00 in fees for that work), my communication on the pre-launch work was necessarily routed through him. It was my understanding that he was in regular communication with VFGs in-house counsel to work through the problems encountered. I, too, have been frustrated with the response on these items as I



began the work on David's/Buttonwood's behalf back in February. I have also carried a staff member on my payroll since 6/1/2012 with the ongoing expectation that she would soon have work to do on case closing.

There will be no mediators between Upstate Law Group ("ULG") and VFG, meaning that VFG's accounting/compliance departments will be able to communicate directly with ULG with respect to, but not limited to, payments, wire transfers, and documentation. Are we on the same page?

My staff and I will be more than available to discuss matters directly with VFG and its staff as needed to close cases, provide ongoing service to closed cases, etc. I did not feel it appropriate that I be in the middle of my client's negotiation with VFG to this point other than to address the legal issues that required my input. I am sorry if that was frustrating, but I felt it appropriate.

Also, what is the expectation for getting money wired out to complete the transaction? To further clarify, if we have put everything together and the case is good to close from our end, what will be the time line for the disbursement of funds to all parties? VFG needs the ability to effectively communicate to the sellers on when they will receive their money, and that "effective communication" needs to be carried out by the escrow company. Are we on the same page?

This process is laid out more fully in the engagement agreement for case closing and UCC filing; however, in summary:

Once the closing book is provided to ULG, we will review the documentation, make contact with the Pension company to verify the income stream, and then assure that the Buyer has received the closing book and either a) signed the acceptance; or b) that the three days have elapsed since they received it. (This was a provision in the prior contract and in just the sampling of impaired cases I reviewed, was not something always adhered to.) Once these items are in order, the case will then be approved by ULG to "close." The money will be wired from the Buyer to our trust account and should be disbursed back out by the end of the next business day.

Lastly, I want to make sure that these problems are eliminated going forward so that we may have a mutually beneficial business relationship.

I concur.

VFG is happy to work with ULG and you should find our expedient nature refreshing. I just want to clarify the relationship and the expectations. Let me know if there are any other questions, and I thank you in advance for your prompt attention to my questions.

Expedience is good, but in these transactions, and going forward, ULG's goal will be to offer professional services that are as expedient as possible while providing diligent attention to detail and necessary safeguards. What that means is that if there is a more expedient way to do something that would create risk somewhere else, we will work to achieve the better, less risky, solution even if it not the most expedient.

I hope this fully responds to your concerns and that VFG and ULG will have a long and prosperous, as well as mutually beneficial, relationship going forward.

G. D. Gamber
CHAIRMAN OF THE BOARD

VFG Corporate Headquarters

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From: Andy Caldwell [<mailto:acaldwell@voyager-financial.com>]

Sent: Tuesday, September 11, 2012 11:32 AM

To: candy@upstatelawgroup.com; david.dameron@buttonwoodiq.com; dqamber@voyager-financial.com

Subject: New Contracts/Escrow

Candy and David,

We are ready to "push play" on the new contracts and arrangement (once the new disclosure has been modified to reflect relationship of the parties). Drew and I will notify everyone here that we will begin using those immediately. Thanks for all of your hard work to get this put together.

Kindest Regards,

Andy L. Caldwell
General Counsel



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